

# Fezile Dabi

District Municipality

**FEZILE DABI DISTRICT MUNICIPALITY (FDDM)**

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**BID NO. 001/2025-26**

**Project: Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months**

## **WATER SUPPLY SERVICES**

**Construction of new infrastructure and/or Refurbishment and/or Rehabilitation and/or Repair and Maintenance of Existing Water Supply Services Infrastructure**

## **PROCUREMENT DOCUMENT**

**(Based on NEC3 Engineering and Construction Contract – Option G: Term Contract)**

**CLOSING DATE: 27<sup>th</sup> OCTOBER 2025**

Issued by:

**Fezile Dabi District Municipality**

John Vorster Rd

SASOLBURG, 1947

Telephone : +27 (016) 970 8600

Facsimile : +27 (016) 970 8733

**Bidder Name: .....**

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

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Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

*Tender Procedure: Open Tender*

*Based on*

**FDDM Supply Chain Management Policy of 10 June 2025**

**SANS 10845-1**, Construction procurement Part 1: Processes, methods and procedures

**SANS 10845-2**, Construction procurement Part 2: Formatting and compilation of procurement documentation

**SANS 10845-3**, Construction procurement Part 3: Standard conditions of tender

**Preferential Procurement Regulations 2022** (Ref: government gazette no. 47452; dated: 04 November 2022 issued according to the preferential procurement policy framework act (PPPPFA), act no. 5 of 2000)

### **Contract Documents**

1. Form of offer and acceptance
2. Contract data
3. Part 1: Data Provided by the Employer
4. Part 2: Data Provided by the Contractor
5. Conditions of Contract: NEC 3
6. Pricing Data
7. Works Information
8. Site Information

# Fezile Dabi

District Municipality

## REQUEST FOR PROPOSALS/WRITE QUOTATIONS

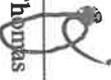
Fezile Dabi District Municipality hereby invites service providers to submit proposal/bids for the below mention project.

Bid Number	Bid Description	Points System	Functionality	Document Price	Closing date	Compulsory Site Briefing	Contact Person
001/2025-26	<p><b>Advert:</b> Appointment of a panel of 10 qualified engineering consultants per local municipal area for the provision of water supply services for a period of (36) months</p>	<p><b>Phase 1:</b> Administrative requirements and Mandatory requirements</p> <p><b>Phase two:</b> Bidders must meet the minimum requirements outlined in the functionality criteria</p> <p><b>Phase three:</b> 80/20 Preferential points system.</p>	<p><b>Bid no:001/2025-26:</b> Experience of the tender: 40 points. Experience of key personnel: 60 points. Maximum possible score for functionality: 100 points.</p>	<p>R2500.00 for each tender document (Cash or Direct deposit with a proof of deposit.) Alternatively, @www.etender.gov.za for free on etender portal</p>	<p>Monday, 27<sup>th</sup> October 2025 at 12:00pm for all panel of consultants Fezile Dabi District Municipality Main Building Sasolburg</p>	<p>There will be a site briefing at 10:00am on Tuesday 07<sup>th</sup> October 2025 for panel of consultants at the Fezile Dabi District Municipality. Main building Council Chamber first floor, Sasolburg</p>	<p>SCM Unit (016) 970 8600/Technical Mr Dawie Marce Contact no (016) 970 8600</p>
002/2025-26	<p><b>Advert:</b> Procurement of a panel of 4 additional law firms to render professional legal services for a period of (30) months</p>	<p>80/20 Preferential points system</p>	<p><b>Experience:</b> 20 points capacity 20 points Good standing with LPC: 5 points Administrative support staff: 5 points Fidelity Fund Certificate: 20 points Law Firm registered with LPC 15 points Hourly tariff 15 points</p> <p>The minimum points for further evaluation is 80 points</p>	<p>R250.00 (Cash or direct deposit with a proof of deposit). Alternatively, @www.etender.gov.za for free on etender portal.</p>	<p>Thursday, 16<sup>th</sup> October 2025 at 12:00pm Fezile Dabi District Municipality Main Building Sasolburg</p>	<p>There will be a site briefing at 10:00am on Monday the 06<sup>th</sup> October 2025 at the Fezile Dabi District Municipality Main Building Sasolburg</p>	<p>SCM Unit (016) 970 8600/Technical person Adv. Kiki Rabie Khonke 082 040 1371</p>

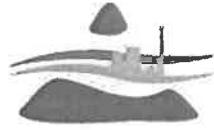
**Requirements:** - Valid company tax clearance certificate must be attached or pin supplied. Certified ID copy. - Certified copy of the company registration certificate/founding certificate must be attached. - Copy of CSD registration report must be attached. - Municipal rates and taxes statement or your landlord stamp with municipal rates and taxes of the landlord or lease agreement with landlord municipality rates and taxes or affidavit with landlord municipality rates and taxes.- All compulsory/supplementary forms contained in the bid documents must be completed and signed (MBD 1,4, 6.1, 8 &9 amongst others)

- Company profile.

**Please note:** - Bidders should take note that there will be site briefing at 10:00am on Monday the 06<sup>th</sup> October 2025 (Legal firm services) and another site briefing at 10:00am on Tuesday the 07 October 2025(Panel of consultants) Sealed bid should clearly indicate the bid in which you bid for.- Both Bid documents will be obtainable as from Monday, 29<sup>th</sup> September 2025, from Supply Chain Management Unit, Fezile Dabi District Municipality offices in Sasolburg.-No bids will be accepted from persons in the service of the state. No telegraphic, telefax and late bids will be accepted.- Municipality is not bound to accept the lowest bid.- Failure to comply with the above mentioned conditions may invalidate your bid.- Bids will remain valid for 90 days.-All quotations will be evaluated in terms of preferential points system as prescribed in the preferential procurement policy regulation of 2022.

  
Mr S Thouras

Municipal Manager



# Fezile Dabi

District Municipality

## FEZILE DABI DISTRICT MUNICIPALITY (FDDM)

BID NO. 001/2025-26

**Project: Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months**

**T1 TENDERING PROCEDURE**

**T1.1 TENDERING NOTICE AND INVITATION TO TENDER**

Fezile Dabi District Municipality (FDDM) hereby, invites tenders from suitably qualified **Professional Service Providers for the Provision of Consulting Engineering Services: Infrastructure Projects.**

**The infrastructure projects relate to Water Supply Services: Construction of new infrastructure and/or Refurbishment and/or Rehabilitation and/or Repair and Maintenance on Water Supply Services infrastructure.**

Suitable Tenderers must have within their employ professionally registered staff members with recognised professional bodies e.g., Engineering Council of South Africa.  
FDDM's intention is to enter into a Framework Agreement with tenderers in each of the Local Municipalities within the Fezile Dabi District over a 3-year term without a guarantee of a quantum of work. Framework contracts are zero value contracts between FDDM and service providers. Value will be realized later once FDDM issues a Project Specific Tender falling within the scope of work of the framework.

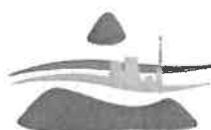
Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

The project details are hereunder,

TENDER NO.	PROJECT NAME	COMPULSORY BRIEFING SESSION: DATE & TIME	TENDER CLOSING DATE & TIME
001/2025-26	Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months	A Compulsory Briefing will be conducted. Date: 06 October 2025 At 10:00 AM	27 October 2025 At 12:00pm All Tender Proposals to be submitted to Fezile Dabi District Municipality John Vorster Rd SASOLBURG, 1947

**Compulsory** virtual-briefing session will take place at main building Fezile Dabi District Municipality opposite to swimming pool on the date and time shown above unless otherwise amended later. Representative(s) from FDDM will meet prospective Tenderers to provide details of the Contract. The Tender Documents will be available from the **e-Tender Publication Portal** ([www.etenders.gov.za](http://www.etenders.gov.za)) of the National Treasury of the Republic of South Africa from the date of publication of the Notice of Request for Tenders in Government Tender Bulletin and/ or any national media. The requirement of submissions is detailed in the Tender Data (Ref: T1.2 Tender Data). The tenderers who satisfy the eligibility criteria as set in the tender documents (Ref: T 1.2 Tender Data) are to submit their tenders. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenderers must submit their tenders using only the tender documentation issued. Tenders will be evaluated based on preferential procurement framework Act 5 of 2000 and on functionality as prescribed in the Preferential Procurement Regulation 2022. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.  
Issued by:

**Fezile Dabi District Municipality**  
John Vorster Rd  
SASOLBURG, 1947  
Telephone: +27 (016) 970 8600



**Fezile Dabi**  
District Municipality

**FEZILE DABI DISTRICT MUNICIPALITY**  
BID NO. 001/2025-26

**Project: Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months**

**TENDER DATA**

The conditions of tender are as contained in the latest edition of SANS 10845-3, *Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in the **Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019), as termed as SFU.**

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The employer is the <b>Fezile Dabi District Municipality (FDDM)</b>
3.3	The Tender documents issued by the employer comprise the documents listed on the contents page.
3.4	The Employer's Representative is: <b>Name:</b> Mr Dawie Maree <b>Physical Address:</b> Fezile Dabi District Municipality John Vorster Rd SASOLBURG, 1947 Telephone: +27 (016) 970 8600 <b>Email:</b> <a href="mailto:dawiem@feziledabi.gov.za">dawiem@feziledabi.gov.za</a>
3.5	The language of communications is English
4.1	<b>ONLY</b> those tenderers who satisfy the following <b>ELIGIBILITY CRITERIA</b> and who provided the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated: The tenderer: 1. Joint Venture/Consortium must submit a Joint Venture agreement signed by all parties. 2. The tender documents issued by FDDM must not be tampered with and must remain intact. 3. Bidders must attend the compulsory briefing session and ensure that they indicate their company details (attendance register). 4. The tender documents must be completed in all respects, signed off by the authorised signatory, as authorised in section 7 "Resolution for Signatory". Wherever spaces are provided, the bidder must complete the section in permanent ink. If the information is not applicable bidders must indicate as such. a. Should a bidder fail to complete any section or line item of the Bill of Quantities (C2.2), the provisions of Section G of the Additional Conditions of Tender. 5. Bill of quantities or Pricing schedule and or Form of offer/Total tender amount shall not contain correction fluid on them. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialled by the Authorised signatory
4.7	The site briefing session is compulsory.
4.12	No alternative tender offer will be considered.
4.13	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: <b>Location of tender box: Next to Main Entrance (Main Building)</b>
4.15	<b>Fezile Dabi District Municipality's Office</b>

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

Clause number	Tender Data
	<p><b>Physical Address:</b> Fezile Dabi District Municipality John Vorster Rd SASOLBURG, 1947 Telephone: +27 (016) 970 8600</p> <p><b>Identification details on the Tender package(s):</b></p> <ol style="list-style-type: none"> <li>1. Name and Reference number of the tender.</li> <li>2. Address of the employer.</li> <li>3. Names of the tendering entity and the contact person.</li> <li>4. Physical address and contacting details of the tenderer.</li> <li>5. Date of submission.</li> </ol>
4.13.5	Tender offer shall be submitted as <b>original, one copy of the original and one scanned copy of the original saved in a memory stick.</b>
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 90 calendar days, exclusive of closing date but inclusive of the 90 <sup>th</sup> day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda (where necessary) at least 10 working days before tender closing time.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
SFU (clause 4.3.1)	<p>The procedure for the evaluation of responsive tenders is <b>Eligibility and Functionality</b> as explained in the <b>CIDB'S Standard for Uniformity in Construction Procurement August 2019</b> (clause 4.3.1).</p> <p>The procedure for the evaluation of responsive tenders is <b>detailed as follows:</b></p> <p><b>Phase 1:</b> Administrative requirements and Mandatory requirements</p> <p><b>Phase 2:</b> Tenderers must meet the minimum requirements outlined in the functionality criteria and score at least the minimum functionality points to be considered for further evaluation in Stage 3. Tenderers which do not meet minimum functionality <b>points of 70</b> will then be rejected.</p> <p><b>Phase 3:</b> Appointment of a panel of consultants per local Municipal area as well as a panel on District Level and sourcing of quotations from all consultants on a panel, when needed for the implementation of projects in a specific Local Municipality, or from the District Panel when needed for the implementation on a District level not related to a specific Local Municipality.</p> <p>The municipality reserves the right to appoint a maximum of (10) or less qualifying consultants to each panel for a period of (36) months.</p> <p><b>PHASE ONE: RESPONSIVENESS TO THE ELIGIBILITY CRITERIA, TENDER AND MANDATORY REQUIREMENTS AND RULES:</b></p> <p>Tenderers' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed tender document in a sealed envelope in the tender box at the closing date and time. Failure to comply with the requirements and rules of eligibility criteria will automatically eliminate the tender from further consideration:</p> <ol style="list-style-type: none"> <li>1. Joint Venture/Consortium must submit a Joint Venture agreement signed by all parties.</li> <li>2. The tender documents issued by FDDM must not be tampered with and must remain</li> </ol>

Clause number	Tender Data
	<p>intact.</p> <p>3. Bidders must attend the compulsory briefing session and ensure that they indicate their company details (attendance register).</p> <p>4. The tender documents must be completed in all respects, signed off by the authorised signatory, as authorised in section 7 "Resolution for Signatory". Wherever spaces are provided, the bidder must complete the section in permanent ink. If the information is not applicable bidders must indicate as such.</p> <p>a. Should a bidder fail to complete any section or line item of the Bill of Quantities (C2.2), the provisions of Section G of the Additional Conditions of Tender.</p> <p>5. Bill of quantities or Pricing schedule and or Form of offer/Total tender amount shall not contain correction fluid on them. Any wrong entry, in case of correction, must be cancelled by a single stroke and initialled by the Authorised signatory</p> <p><b>Other Conditions of tender (Non eliminating, unless expressly mentioned in the document):</b></p> <p>1. The tenderer must be registered on the Central Supplier Database (CSD) prior the award.</p> <p>2. All tenderer's tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.</p> <p><b><u>PHASE TWO: TENDER WHO PASS STAGE 1 WILL THEN BE EVALUATED ON FUNCTIONALITY CRITERIA, AS OUTLINED BELOW:</u></b></p> <p>1. The tenderer will be expected to submit substantial information (valid copies and detailed information as ordered) in order to claim points for each of the criteria or sub criteria set.</p> <p>2. The tenderer must demonstrate to the satisfaction of the Employer that it has sufficient skill and capacity to execute the works.</p> <p>3. The form or the evaluation criteria and maximum score in respect of each of the criteria listed in 5.11.9.</p> <p>4. A Tenderer scoring an average score below <b>70 points</b> in Functionality will be <b>DISQUALIFIED</b> and will not proceed to the next stage of evaluation.</p> <p>5. Non-submission or poorly completed schedule or incomplete information will result in a tenderer losing points on Functionality. CVs which do not substantially detail relevant experience will also lead to a tenderer losing points on Functionality, it is the responsibility of the tenderer to ensure that all copies are clear and certified when the conditions require them to be so.</p> <p><b><u>PHASE THREE: APPOINTMENT OF A PANEL OF 10 CONSULTANS AND SOURCING OF THE QUOTATIONS FROM ALL 10 APPOINTED CONSULTANTS.</u></b></p> <p>a) <b>Appointment of a panel of 10 consultants:</b> Tenderers who met the minimum requirements on phase one and phase two, who selected one preferred Local Municipality and additional 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> preferred Local Municipality in Part T2 and Returnable documents Part C1.2 Contract Data, would form part of the appointed panel of consultants per Local Municipal Area.  <b>Bidders will be allocated</b> from the highest functionality points scored, to the panel of their preferred Local Municipality within the Fezile Dabi District.</p> <p>b) Where there is not enough consultants to fill a specific Panel the employer reserve the right to conclude a panel on a rotational basis from other panels to ensure a competitive process which will result in the timeously appointment of consultants and implementation of projects.</p>

Clause number	Tender Data
	<p>c) The rotational process in (d) will be as follows:</p> <p>e1) Panel order:   1) Mafube Local Municipality                           2) Metsimaholo Local Municipality                           3) Moqhaka Local Municipality                           4) Ngwathe Local Municipality</p> <p>e2) Start to fill the following position in a panel with the consultant that scored the highest functionality points in the panel order that followed the panel that could not be filled. (Should the functionality score be the same for one or more of the consultants in the selecting panel, then lots shall be used. The one(s) that fall out with the using of lots will be first in line with the next cycle.</p> <p>e3) Fill the next vacant position in the panel then with the consultant that scored the highest functionality points in the panel order that followed the panel out of which the previous panel selection was done. (Should the functionality score be the same for one or more of the consultants in the selecting panel, then lots shall be used. The one(s) that fall out with the using of lots will be first in line with the next cycle.</p> <p>e4) Fill all vacant positions as described from (e2) and restart at the order 1 after 4, till all 10 positions are filled.</p> <p>e5) If the above rotational process was followed to fill a panel and there were not enough consultants to fill that specific panel, then that specific panel will be reduced up to a minimum of 5 consultants.</p> <p>e6) In the unlikely event that a minimum of 5 consultants could not be reached after implementing the rotational process, then the Employer reserves the right to procure additional consultant for that specific Panel.</p> <p>f) When there is a need to appoint a consultant to do work on a district level to perform work in different Local Municipalities, then bidders will be allocated to a District Panel. Bidders will be allocated from the highest functionality points scored, to the District Panel irrespective to the preferred Local Municipality indicated. (The District Panel will only be utilized for work done on a District Level for projects not specifically implemented in a single Local Municipality.)</p> <p>g) <b>Sourcing of the quotations from panel:</b> 80/20 preferential points system would be applied when sourcing quotations from all consultants within a panel as and when the services is required for a specific Municipal Area.</p> <p><b>PRICES</b> Tenderers are requested to Complete the Pricing Schedule which is adjustable for later use to adjust the contract price of the Tender Specific Tender.</p> <p><b>SPECIFIC GOALS</b> <b>At the later stage and during the issue of Specific Project Tender,</b> The Employer reserves the right to apply other specific goals in accordance with PPPF Regulations 2022 as contemplated in section 2(1)(d)&amp;(e) of the PPPF Act No 5 of 2000 which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.</p>
5.11.9	<b>A Tender scoring below 70 points in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.</b>

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

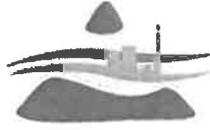
Clause number	Tender Data		
	Quality criteria	Evaluation schedule	Maximum number of points
	Experience of the tenderer	Schedule 1	40
	Experience of Key Personnel	Schedule 2	60
	<b>Maximum possible score for functionality (M<sub>s</sub>)</b>		<b>100</b>
5.11.9	Functionality will be scored using quantitative method as outlined in the Evaluation criteria.		
5.13	<p>Before award, successful Tenderers will be admitted to the framework agreement only if:</p> <ol style="list-style-type: none"> <li>1. The tenderer or any of its directors/ shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</li> <li>2. The tenderer is not prohibited in terms of any legislation from submitting a tender.</li> <li>3. The tenderer did not demonstrate that they have capacity and capability to complete the works.</li> <li>4. The tenderer does not pose a risk to the employer such as not having capacity in the chosen Local Municipality.</li> <li>5. The tenderer has not: <ol style="list-style-type: none"> <li>a. abused the Employer's Supply Chain Management System; or</li> <li>b. failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> </ol>		
5.14	The number of paper copies of the signed contract to be provided by the employer is one to the successful Tenderer.		
5.17	The additional conditions of tender are: Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.		
5.17	<p><b>Cancellation and re-invitation of tenders</b> FDDM may, prior to the award of the tender, cancel the tender if-</p> <ol style="list-style-type: none"> <li>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</li> <li>(b) funds are no longer available to cover the total envisaged expenditure; or</li> <li>(c) no acceptable tenders are received; or</li> <li>(d) Tender validity period has expired; or</li> <li>(e) Gross irregularities in the tender processes and/or tender documents; or</li> <li>(f) No market related offer received (after attempts of negotiation processes)</li> </ol> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>		
	<p>The additional conditions of tender are:</p> <ol style="list-style-type: none"> <li>a) <b>Selection of a Panel of Consultants for a Local Municipality</b>  Tenderers will be required to select one preferred Local Municipality and additional 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> preferred Local Municipality in Part T2: Returnable Documents and Part C1.2: Contract Data.</li> <li>b) <b>Additional requirements for the competitive procedure</b></li> </ol>		

Clause number	Tender Data
	<p><b>First Round of Competitive bidding</b> - Bidders shall, in terms of a competitive selection process evaluated against compliance requirements and functionality criteria. Bidders will be allocated from the highest functionality points scored, to the panel of their preferred Local Municipality within the Fezile Dabi District. Once a maximum of 10 bidders are reached for a specific municipality's panel, the next bidder will be allocated to the panel of his 2<sup>nd</sup>, 3<sup>rd</sup> or 4<sup>th</sup> preference, pending the availability of open space on his/her preferred panel. The process will continue until each panel per municipality have 10 bidders per panel. Bidders will be allocated from the highest functionality points scored, to the District Panel irrespective to the preferred Local Municipality indicated. (The District Panel will only be utilized for work done on a District Level for projects not specifically implemented in a single Local Municipality.)</p> <p>c) Where there is not enough consultants to fill a specific Panel the employer reserve the right to conclude a panel on a rotational basis from other panels to ensure a competitive process which will result in the timeously appointment of consultants and implementation of projects.</p> <p>d) The rotational process in (d) will be as follows:</p> <p>e1) Panel order:     1) Mafube Local Municipality                           2) Metsimaholo Local Municipality                           3) Moqhaka Local Municipality                           4) Ngwathe Local Municipality</p> <p>e2) Start to fill the following position in a panel with the consultant that scored the highest functionality points in the panel order that followed the panel that could not be filled. (Should the functionality score be the same for one or more of the consultants in the selecting panel, then lots shall be used. The one(s) that fall out with the using of lots will be first in line with the next cycle.</p> <p>e3) Fill the next vacant position in the panel then with the consultant that scored the highest functionality points in the panel order that followed the panel out of which the previous panel selection was done. (Should the functionality score be the same for one or more of the consultants in the selecting panel, then lots shall be used. The one(s) that fall out with the using of lots will be first in line with the next cycle.</p> <p>e4) Fill all vacant positions as described from (e2) and restart at the order 1 after 4, till all 10 positions are filled.</p> <p>e5) If the above rotational process was followed to fill a panel and there were not enough consultants to fill that specific panel, then that specific panel will be reduced up to a minimum of 5 consultants.</p> <p>e6) In the unlikely event that a minimum of 5 consultants could not be reached after implementing the rotational process, then the Employer reserves the right to procure additional consultants for that specific Panel.</p> <p>h) When there is a need to appoint a consultant to do work on a district level to perform work in different Local Municipalities, then bidders will be allocated to a District Panel. Bidders will be allocated from the highest functionality points scored, to the District Panel irrespective to the preferred Local Municipality indicated. (The District Panel will only be utilized for work done on a District Level for projects not specifically implemented in a single Local Municipality.)</p>

Clause number	Tender Data
	<p>Bidders who pass compliance requirements and functionality as listed above will enter into the panel framework agreement with the Employer for the period of 36 months <b>without a guarantee of a quantum of work.</b></p> <p><b>Second Round of Competitive Bidding</b> – Upon the completion of first round, the employer will issue a project specific tender to the panel of successful tenderers in a specific Local Municipality. This will be done on as and when required basis. The rates provided for by the listed Tenderers during the Second Round of Competitive Bidding will be used by the Employer to calculate the price points for the specific (80/20) tender. The balance of twenty (20) points will be allocated as per the employer’s specific goal point allocation. The project specific tender will include:</p> <p>PART T2 - RETURNABLE DOCUMENTS            PART C1: AGREEMENTS AND CONTRACT DATA            PART C2: PRICING DATA            PART C3: SCOPE OF WORK</p> <p>Amongst others the employer will use the project specific tender to check the latest status quo of the Tenderer’s capacity capability since the first round of Tendering.</p>
	<p><b>ADDITIONAL CONDITIONS</b></p> <p><b>TENDER AWARD</b></p> <p><b>THE ADDITIONAL CONDITIONS OF TENDER ARE:</b></p> <p>A. The Employer may accept the whole works or part of the works or not accept any works, the works referred to here are on Part C3: Scope of Work appended to this document.</p> <p>B. The tender obtaining the highest number of total points may be awarded the contract, unless the Employer decided otherwise (ref: T1.1 Tender notice and invitation to tender).</p> <p>C. Preference point shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.</p> <p>D. Point scored must be rounded off to the nearest 2 decimal places. <i>(If the value of the 3<sup>rd</sup> decimal place is 1 up-to 4, the points up to 2<sup>nd</sup> decimal place will be considered and if it is 5 up to 9, 1 will be added to the number at 2<sup>nd</sup> decimal place and the resulting point will be considered.)</i></p> <p>E. In the event that two or more Tenders have scored equal total point, the successful Tender must be the one scoring the highest number of preference points for <b>Specific Goals</b>.</p> <p>F. However, in the event that two or more Tenders have scored equal point including equal preference points for Specific Goals, the successful tender must be the one scoring the highest points for <b>Functionality</b>.</p> <p>G. Should two or more Tenders be equal in all respects, the award shall be decided by drawing of lottery by the Employer.</p> <p>The additional conditions of Tender are:</p> <p><b>A. <u>Joint Venture</u></b>            Tenders may form a joint venture acceptable to the Employer as detailed in this tender documents.</p> <p><b>B. <u>Costs incurred by Tenderer.</u></b>            The Employer will neither be responsible for nor pay any expenses incurred or losses suffered by any Tenderer in the preparation of the tender or in attending the compulsory briefing session in connection therewith.</p> <p><b>C. <u>Acceptance of Tender</u></b></p>

Clause number	Tender Data
	<p>The Employer does not bind itself to accept the lowest or any Tender or to furnish any reason for the acceptance or rejection of a tender.</p> <p><b>D. <u>Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award</u></b></p> <p>Should a Tenderer:</p> <ol style="list-style-type: none"> <li>Withdraw their Tender during the period of its validity; <u>or</u></li> <li>Give notice of his inability to execute the Contract or fail to execute the Contract; <u>or</u></li> <li>Fail to sign the Contract Agreement or furnish the required security/ insurance(s) within the period fixed in the Contract Data in this Tender documents or any extended time agreed to by the Employer.</li> </ol> <p><b>then the Tenderer shall be liable for and pay to the Employer –</b></p> <p>All expenses incurred in calling for fresh Tender, if it should be deemed necessary by the Employer to do so.</p> <p>The difference between Tender's tender and any less favourable tender accepted either by fresh tender being called or by another tender being accepted from those already received.</p> <p>Any escalation of the Final Contract Price resulting from any delay caused in calling for fresh tender or accepting another tender from those already received, as the case may be.</p> <p>And the Employer shall have the right to recover such sums by set-off against any money which may be due or become due to the Tenderer, under this or any other tender or Contract between the Employer and the Tenderer, or against any guarantee or deposit which may have been furnished by or on behalf of the Tenderer for the due fulfilment of this or any other tender or Contract between the Employer and the Tenderer. Pending the ascertainment of the amount of the Tenderer's liability to the Employer in terms of this Condition of Tender, the Employer may retain such monies, guarantee or deposit as security for any loss, which the Employer may sustain by reason of the Tenderer's default.</p> <p>Provided always that the Employer may exempt a Tenderer from the provisions hereof, if it is of the opinion that the circumstances justify such exemption.</p> <p><b>E. <u>Repudiation of Tender or Invalidation of Contract</u></b></p> <p>If the Employer is satisfied that the Tenderer or any person is being an employee, partner, director, member or shareholder of the Tenderer or a person acting on behalf of or with the knowledge of the Tenderer has offered, promised or given a bribe or other gift or remuneration to any person in connection with obtaining or execution of a Contract.</p> <ol style="list-style-type: none"> <li>has acted in a fraudulent or corrupt manner in obtaining or executing a Contract.</li> <li>has approached an officer or employee of the Employer with the object of influencing the award of a Contract in the Tenderer's favour.</li> <li>has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company:</li> <li>to refrain from Tendering for this Contract.</li> <li>as to the amount of the Tender to be submitted by either party.</li> <li>has disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender except where the disclosure, in confidence, was necessary in order to obtain insurance premium and surety quotations required for the preparation of the Tender.</li> </ol> <p>The Employer may, in addition to using any other legal remedies, repudiate the Tender or declare the Contract invalid should it have been concluded already.</p> <p><b>F. <u>South African Jurisdiction</u></b></p>

Clause number	Tender Data
	<p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Tender and each Tenderer shall indicate a place in the Republic and specify it in his Tender as his domicilium citandi et executandi where any legal process may be served on him. Each Tenderer shall bind her/ himself to accept the jurisdiction of the Courts of Law of South Africa.</p> <p><b>G. Amendments to Tender by Employer</b></p> <p><b>a) Arithmetical Errors</b></p> <p>The Employer shall check and correct arithmetical errors for responsive Tenders in the following manner as per CIDB guideline (Ref: Practice # 2, version 1 – August 2006):</p> <p>Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</p> <p>If the pricing (or bills of quantities or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the Prices.</p> <p><b>b) Imbalance in Tender Rates</b></p> <p>In the event of there being Tendered rates or lump sums being declared by the Employer to be unacceptable to him because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or prices objected to, s/he may request the Tenderer to amend these rates and prices along the lines indicated by him.</p> <p>The Tenderer will then have the option to alter and/ or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the total tendered sum.</p>



# Fezile Dabi

District Municipality

## FEZILE DABI DISTRICT MUNICIPALITY BID NO. 001/2025-26

**Project: Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months**

### RETURNABLE DOCUMENTS

#### T2.1 LIST OF RETURNABLE DOCUMENTS

##### **A. Documentation to demonstrate eligibility to have tenders evaluated.**

The required documentation as listed in Clause 4.1 of T1.2 Tender Data, must be submitted along with the tender for determining the eligibility of the tender.

**Failure to provide these documents (A) shall result in the tenderer's tender not being evaluated.**

##### **B. Returnable schedules required for tender evaluation purposes.**

The tenderer must complete the following returnable schedules as relevant, which are attached here with the tender documents.

1. MBD 1 - Invitation to Tender
2. MBD 4 - Declaration on Interest
3. MBD 6.1 – Preference Points claim form.
4. MBD 8 – Declaration of bidder's past supply chain management practice
5. MBD 9 – Certificate of independent bid determination
6. CSD report Annexure
7. Tender's certificates Annexure
8. Resolution for Signatory
9. Certificate of Joint Ventures
10. Schedule 1: Experience of the tenderer
11. Schedule 2: Experience of key person
12. Priority areas

##### **C. Other documents contained herein in the tender documents required for tender evaluation purposes as listed below.**

1. Record of Addenda to Tender Documents
2. Proposed Amendments and Qualifications

##### **D. Documentation that will be used for evaluation and to incorporate into the contract, if the tender offer resulted in an award**

1. The offer portion of C1.1 Form of offer and acceptance
2. Part 2 of C1.2 Contract data relevant to tenderer
3. C2.2 Price List

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

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# FEZILE DABI



DISTRICT MUNICIPALITY

John Voster Road  
SASOLBURG

1947

P O Box 10  
SASOLBURG  
1947

Tel: 016 970 8600  
Fax: 016 970 8762

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Enquiries: Supply Chain Management Unit

## **MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE**

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are not more than three months in arrears with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business. **This form is to be completed only if the service provider's rates and taxes are not in arrears for more than three months.**

**PART A** – to be completed by the relevant municipality in the case where the service provider is the registered owner of the site / owner pays for municipal services / tenant pays for municipal services

**OR**

**PART B** – to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include the statement of municipal services from the Landlord.

### **PART A (TO BE COMPLETED BY THE RELEVANT MUNICIPALITY)**

Name of the Municipality: \_\_\_\_\_

Property Physical Address: \_\_\_\_\_

Registered Name: \_\_\_\_\_

Official's Name: \_\_\_\_\_

Municipality Stamp Here

Signature : \_\_\_\_\_

Date: \_\_\_\_\_

**Please tick whether in arrears or up-to-date**

Rates and taxes : Up-to-date / in arrears for more than 3 months

Water: Up-to-date / in arrears for more than 3 months

Electricity: Up-to-date / in arrears for more than 3 months

Refuse : Up-to-date / in arrears for more than 3 months

Other services: Up-to-date / in arrears for more than 3 months

**PART B ( TO BE COMPLETED BY THE LANDLORD)**

Name of the Landlord:

Property Physical Address:

Landlord Signature:

Date: \_\_\_\_\_

**Landlord's business stamp here**

Or an Affidavit from SAPS with municipal rates and taxes of the Landlord.

( in the event the landlord does not have a business stamp)

**Please tick whether up-to-date or in arrears**

Rental: Up-to-date / in arrears for more than 3 months

Municipal services: Up-to-date / in arrears for more than 3 months

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

MBD 1

**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FEZILE DABI DISTRICT MUNICIPALITY					
BID NUMBER:	001/2025-26	CLOSING DATE:	27 <sup>th</sup> October 2025	CLOSING TIME:	12:00 pm
DESCRIPTION	Appointment of a panel of 10 qualified engineering consultants for the provision of water supply service for a period of (36) months				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

JOHN VORSTER ROAD
SASOLBURG
1947

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:

1..1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	1..1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
--	--	---	--

1..1.3 TOTAL NUMBER OF ITEMS OFFERED		1..1.4 TOTAL BID PRICE	R
--------------------------------------	--	------------------------	---

1..1.5 SIGNATURE OF BIDDER	.....	1..1.6 DATE	
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1..1.7 CAPACITY UNDER WHICH THIS BID IS SIGNED		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		CONTACT PERSON	
DEPARTMENT		TELEPHONE NUMBER	
CONTACT PERSON		FACSIMILE NUMBER	
TELEPHONE NUMBER		E-MAIL ADDRESS	
FACSIMILE NUMBER			
E-MAIL ADDRESS			

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED)</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B: 3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state\*.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* YES / NO

3.6.1 If so, furnish particulars.

.....  
.....

3.7 Have you been in the service of the state for the past twelve months? YES / NO

3.7.1 If so, furnish particulars.

\* MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

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.....  
.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.8.1 If so, furnish particulars.

.....  
.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

3.9.1 If so, furnish particulars

.....  
.....

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....  
.....

3.11 Are any spouse, child or parent of the company's directors managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.11.1 If so, furnish particulars.

.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

.....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

MBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:  
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and  
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**  
(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.  
b) The applicable preference point system for this tender is the 80/20 preference point system.  
c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:  
a) Price; and  
b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

- a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.  
b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;  
c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;  
d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue

- for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1 POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

#### 3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

### 4 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

#### 4.1.1 Locality

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

Locality of the company/enterprise, if a portion of the 20/10 points is allocated to promote this goal, the following ownership percentage categories should be used. **The points per percentage category will be determined in the tender specification document**

Locality of supplier (Provide proof of address)	Number of Points for preference 80/20
Within the boundaries of the Local Municipality for the specific work (Mafube/Metsimaholo/Moghaka/Ngwathe LM)	10
Within the boundaries of Fezile Dabi District Municipality	10
Outside boundaries of the Free State	0

#### 4.1.2. Women Ownership

Women Ownership of the company/enterprise, if a portion of the 20/5 points is allocated to promote this goal, the following ownership percentage categories should be used. **The points per percentage category will be determined in the tender specification document**

Women Ownership of the company (Provide shareholder certificate with ID copy)	Number of Points for preference 80/20
81-100% Women owned	5
61-80% Women owned	4
41-60% Women owned	3
21-40% Women owned	2
1-20% Women owned	1
0%- Women owned	0

#### 4.1.3. Disability

Disability of the owner of the company/enterprise, if a portion of the 20/5 points is allocated to promote this goal, the following ownership percentage categories should be used. **The points per percentage category will be determined in the tender specification document**

People living with disability Ownership of the company (Provide Doctor's note and shareholder certificate with ID copy)	Number of Points for preference 80/20
51-100%	5
0-50%	0

- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.  
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)  
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Maximum points on locality is 10</b>		
<b>Locality: (Provide proof of address)</b>	<b>10</b>	
Within the boundaries of the Local Municipality for the specific work (Mafube/Metsimaholo/Moghaka/Ngwathe LM)	10	
Within the boundaries of Fezile Dabi District Municipality	10	
Outside boundaries of the Free State	5	
<b>Maximum points on women ownership is 5</b>		
<b>Women ownership: (Provide shareholder certificate with ID copy)</b>	<b>5</b>	
81-100% Women owned	5	
61-80% Women owned	4	
41-60% Women owned	3	
21-40% Women owned	2	
1-20% Women owned	1	
0%- Women owned	0	
<b>Maximum points on enterprise owned by people living with disability is 5</b>		
<b>Disability ownership: (Provide Doctor's note and shareholder certificate with ID copy)</b>	<b>5</b>	
51-100%	5	
0-50%	0	
	<b>Total points claimed</b>	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3 Name of company/firm.....
- 4.4 Company registration number: .....
- 4.5 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i. The information furnished is true and correct;
- ii. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - a) disqualify the person from the tendering process;
  - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - a. recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - b. forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

MBD 8

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

		Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  <b>Persons or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	er or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE  
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**MBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**MBD 9**

- 10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....

.....

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

---

Position

Name of Bidder

**CSD REPORT ANNEXURE - PROOF OF REGISTRATION ON THE NATIONAL TREASURY  
CENTRAL SUPPLIER DATABASE (CSD REPORT)**

(ATTACH HERE)

**1. VALID CERTIFICATES OF A TENDERER**

(ATTACH HERE)

**2. RESOLUTION FOR SIGNATORY**

**A: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

Mr/Ms \_\_\_\_\_, whose signature appears below, has been duly

authorised to sign all documents in connection with the tender for Contract No. \_\_\_\_\_

and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

**WITNESSES:**

DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

### 3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . . . ., authorised signatory of the company . . . . ., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

**PROJECT TITLE**

**BID NUMBER**

001/2025-26

**NAME OF FIRM**

**ADDRESS**

**DULY AUTHORISED SIGNATORY**

Lead partner:

.....

.

Signature. . . . .

Name .....

Designation.....

a

.....

.

Signature. . . . .

Name .....

Designation.....

.....

.

Signature. . . . .

Name .....

Designation.....

.....

.

Signature. . . . .

Name .....

Designation.....

**4. SCHEDULE 1: EXPERIENCE OF THE TENDERER [40 points]**

The experience of the tenderer as a company (as opposed to key staff members) in **Provision of Professional Services** for Engineering Infrastructure Projects including but not limited to planning, designing, and administration of **Water Supply Services**: Construction of new infrastructure and/or Refurbishment and/or Rehabilitation and/or Repair and Maintenance of Existing **Water Supply Services** Infrastructure within the last 10 years.

The information shall be within the previous 10 years and must only include completed projects prior to closing date for submissions.

This experience must only relate to instance where the tenderer acted as the main consultant.

The projects shall be within the previous **10 years** and must only include completed projects prior to closing date for submissions.

**a) Points Scoring**

Points will be allocated per project as per the table below;

*Table : Project points allocation*

No	Project Value	Points per Project
a)	R500 000 - R1 000 000	4 points
b)	R1 000 001 - R3 000 000	8 points
c)	R3 000 001 – R6 000 000	10 points
d)	R6 000 001 And Above	20 points

(b) **Means of Verification:** Means of Verification is completion certificates issued to the relevant service provider and appointment letters of the Tenderer on the client's letterhead. Both Completion Certificate and Appointment Letter must refer to the same project in order to score points for that specific project.

- Appointment letters and Completion certificates must be from the relevant municipality or organ of state and must indicate details of the contact person from the municipality or organ of state
- The completion certificate must clearly stipulate:
  1. General Conditions of Contract used at that time such as GCC, NEC, FIDIC
  2. The details of the project including description, tender number, contract amount, contractual dates and contract period.
  3. The name of the municipality or organ of state that is the client or employer.
  4. The details of the contact person from the municipality or organ of state
  5. The completion certificate must be signed by the Engineer, the Employer and the Contractor depending on the General Conditions of contract used.

**(c) Listing of Completed Projects**

Bidders are requested to list a maximum of **five (5) highest value projects** including contactable references by completing **SCHEDULE OF COMPLETED PROJECTS** appended to this schedule on the next page.

**SCHEDULE OF COMPLETED PROJECTS**

No	Name and Brief Description of the Project	Value in Rands R'000	Date		Employer Name of employer	Contact Person	
			Started	Completed		Name and Surname	Tel. No
1.							
2.							
3.							
4.							

No	Name and Brief Description of the Project	Value in Rands R'000	Date		Employer Name of employer	Contact Person	
			Started	Completed		Name and Surname	Tel. No
5.							

**FDDM reserves the right to verify all information presented by the tenderer.**

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise name

**5. EVALUATION SCHEDULE 2: EXPERIENCE OF THE KEY PERSONNEL RESPONSIBLE FOR THE MANAGEMENT OF THE PROJECT AND THE PROJECT TEAM [60 POINTS]**

The experience of all key personnel required for this project must cover Provision of Professional Services for Engineering Infrastructure Projects including but not limited to plan, design, and administer the execution of **Water Supply Services: Construction of new infrastructure and/or Refurbishment and/or Rehabilitation and/or Repair and Maintenance of Existing Water Supply Services Infrastructure** over the last 10 years.

**Total Points for key personnel will be as follows:**

Key Personnel	Points
1. Contracts Manager	25 Points
2. Civil Engineer	20 Points
3. Resident Engineer	10 Points
4. Construction Health and Safety Agent	5 Points
<b>Total</b>	<b>60 points</b>

**b) Means of Verification:**

Attach proof of qualifications, brief CV's and where applicable proof of professional registration and proof of good standing with the relevant body, for key personnel listed.

**c) Listing of Key Personnel**

Tenderers are requested to list key personnel by completing **SCHEDULE OF KEY PERSONNEL** appended to this schedule on the next page.

**d) Scoring**

Points will only be allocated once all Requirements for key personal are met. Where Professional Registration is required, points will only be scored when both proof of qualifications and proof of professional registration and proof of good standing with the relevant professional body, are submitted. Both proof of qualifications and proof of professional registration as well as proof of good standing with the relevant professional body to be submitted as a certified copy.

The scoring of the experience of key person staff will be as per the table below:

<b>Key Personnel</b>	=	<b>(60 Total Points)</b>
<b>1. CONTRACTS MANAGER</b>	=	<b>(25 points)</b>
<b>Requirements</b>		
<ul style="list-style-type: none"> <li>• Registered Engineer (Pr. Eng. / Pr. Tech Eng. registration with ECSA &amp; letter of good standing)</li> <li>• Registered with SA Council for the Project and Construction Management Professions (SACPCMP) as Pr. Construction Project Manager</li> <li>• Minimum Qualification National Diploma &amp; Advanced Certificates (NQF 6)</li> <li>• Minimum NQF Level 7 Labour Intensive Strategies</li> <li>• Minimum experience 10 years after professional registration.</li> </ul>		
<b>1.1. Experience</b>	=	<b>(10 points)</b>
a) Below 10 years	=	0 points
b) 10 to below 12 years	=	6 points

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<b>Key Personnel</b>	=	<b>(60 Total Points)</b>
c) 12 to below 15 years	=	8 points
d) 15 years and above	=	10 points
<b>1.2. Qualifications</b>	=	<b>(15 points)</b>
a) Degree or B Tech in Civil Engineering	=	10 points
b) Honours Degree or above in Civil Engineering	=	15 points
<b>2. CIVIL ENGINEER</b>	=	<b>(20 points)</b>
<b>Requirements</b>		
<ul style="list-style-type: none"> <li>Registered Engineer (Pr. Eng. / Pr. Tech Eng. registration with ECSA &amp; letter of good standing)</li> <li>Minimum Qualification National Diploma &amp; Advanced Certificates (NQF 6)</li> <li>Minimum experience 5 years after professional registration.</li> </ul>		
<b>2.1. Experience</b>	=	<b>(10 points)</b>
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	6 points
c) 7 to below 10 years	=	8 points
d) 10 years and above	=	10 points
<b>2.2. Qualifications</b>	=	<b>(10 points)</b>
a) Degree or B Tech in Civil Eng./Construction Management	=	7 points
b) Honours Degree or above in Civil Eng./Construction Management .	=	10 points
<b>3. RESIDENT ENGINEER</b>	=	<b>(10 points)</b>
<b>Requirements</b>		
<ul style="list-style-type: none"> <li>Minimum Qualification National Diploma &amp; Advanced Certificate (NQF 6 &amp; letter of good standing))</li> <li>Minimum NQF Level 5 Labour Intensive Strategies.</li> <li>Minimum experience 5 years after professional registration.</li> </ul>		
<b>3.1. Experience</b>	=	<b>5 points</b>
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	3 points
c) 7 to below 10 years	=	5 points
<b>3.2. Qualification</b>	=	<b>(5 points)</b>
a) Advanced Certificate Water Supply	=	1 point
b) Diploma in Water Supply	=	3 points
c) Degree or B Tech in Water Supply	=	5 points
<b>4. CONSTRUCTION HEALTH AND SAFETY OFFICER</b>	=	<b>(5 points)</b>
<b>4.1. Experience</b>	=	<b>(2 points)</b>
a) 5 to below 7 years	=	0 points
b) 7 to below 10 years	=	1 point
c) 10 years and above	=	2 points

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

<b>Key Personnel</b>	=	<b>(60 Total Points)</b>
<b>4.2. Qualification + Registration with SACPCMP as Construction Health and Safety officer (CHSO)</b>	=	<b>(3 points)</b>
a) Qualification below National Diploma in Safety Management (NQF 6)		0 Points
b) National Diploma in Safety Management (NQF 6)		2 Points
c) B-Tech in Safety Management or above		3 Points

**SCHEDULE OF PROPOSED PERSONNEL**

No	Key Personnel	Name and Surname	Qualifications and Proof of Registration with Professional body	Total Number of years of experience after Qualification
1	Project Manager			
2	Civil Engineer			
3	Resident Engineer			
6	Construction Health and Safety Officer		Qualification:	
			Name of Professional Body:	
			Date Registered:	

**Means of Verification: Bidders are requested to attach brief CV's, Proof of Qualification for all the staff referred to above table and Proof of Professional Registration applicable.**

**FDDM reserves the right to verify all information presented by the bidder.**

**BIDDERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION OF THE ABOVE TABLE TO AN ATTACHMENTS. PLEASE ATTACH ONLY INFORMATION REQUESTED BY THE EMPLOYER.**

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Name of Bidder: ..... Date: .....

Signature: ..... Position: .....

Full name of signatory: .....

## 6. LOCAL MUNICIPALITY OF OPERATION

Figure: Map showing Local Municipality's within Fezile Dabi District



### Priority areas

Tenders are required to tick **one box** representing the priority Local Municipality in the following table:

#### 1<sup>st</sup> Preferred Local Municipality

LM	Province	District municipality	Local Municipality	Please tick to select one Priority Local Municipality
1	Free State	Fezile Dabi District Municipality	Mafube LM	<input type="checkbox"/>
2	Free State	Fezile Dabi District Municipality	Metsimaholo LM	<input type="checkbox"/>
3	Free State	Fezile Dabi District Municipality	Moqhaka LM	<input type="checkbox"/>
4	Free State	Fezile Dabi District Municipality	Ngwathe LM	<input type="checkbox"/>

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

### 2<sup>nd</sup> Preference Local Municipality

Tenderers are required to tick **one box** representing a 2<sup>nd</sup> preference municipality in the following table:

LM	Province	District municipality	Local Municipality	Please tick to select one additional Local Municipality
1	Free State	Fezile Dabi District Municipality	Mafube LM	<input type="checkbox"/>
2	Free State	Fezile Dabi District Municipality	Metsimaholo LM	<input type="checkbox"/>
3	Free State	Fezile Dabi District Municipality	Moqhaka LM	<input type="checkbox"/>
4	Free State	Fezile Dabi District Municipality	Ngwathe LM	<input type="checkbox"/>

### 3<sup>rd</sup> Preference Local Municipality

Tenderers are required to tick **one box** representing a 3<sup>rd</sup> preference municipality in the following table:

LM	Province	District municipality	Local Municipality	Please tick to select one additional Local Municipality
1	Free State	Fezile Dabi District Municipality	Mafube LM	<input type="checkbox"/>
2	Free State	Fezile Dabi District Municipality	Metsimaholo LM	<input type="checkbox"/>
3	Free State	Fezile Dabi District Municipality	Moqhaka LM	<input type="checkbox"/>
4	Free State	Fezile Dabi District Municipality	Ngwathe LM	<input type="checkbox"/>

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

#### 4<sup>th</sup> Preference Local Municipality

Tenderers are required to tick **one box** representing a 4<sup>th</sup> preference municipality in the following table:

LM	Province	District municipality	Local Municipality	Please tick to select one additional Local Municipality
1	Free State	Fezile Dabi District Municipality	Mafube LM	<input type="checkbox"/>
2	Free State	Fezile Dabi District Municipality	Metsimaholo LM	<input type="checkbox"/>
3	Free State	Fezile Dabi District Municipality	Moqhaka LM	<input type="checkbox"/>
4	Free State	Fezile Dabi District Municipality	Ngwathe LM	<input type="checkbox"/>

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_ Capacity: \_\_\_\_\_

Name of the Firm: \_\_\_\_\_

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

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**C. OTHER DOCUMENTS CONTAINED HEREIN IN THE TENDER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES AS LISTED BELOW.**

**7. RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

**8. PROPOSED AMENDMENTS AND QUALIFICATIONS**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule. The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

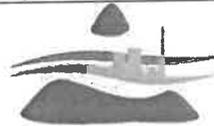
Name

Position

*Tenderer*

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

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# Fezile Dabi

District Municipality

**FEZILE DABI DISTRICT MUNICIPALITY**  
**BID NO. 001/2025-26**

**Project: Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months**

## **The Contract**

**PROJECT: 001/2025-26**

Reference no: **001/2025-26**

Based on

**NEC 3: Engineering and Construction Contract (Option G: Term Contract)**

## **PART C1: AGREEMENTS AND CONTRACT DATA**

C1.1 Form of offer and acceptance

C1.2 Contract data

**FORM OF OFFER AND ACCEPTANCE**

**OFFER**

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of services as described in Part 1 of the Contract Data.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

**Total Amount: R0, 00 (in figure), (Zero Value based contract) (in words).**

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

Name &  
signature of  
witness

.....  
.....  
.....  
.....  
.....  
*(Insert name and address of  
organisation)*

Date

**ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

**Part C1** Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

**Part C2** Pricing Data (To be used later during the issue Project Specific Tender)

**Part C3** Scope of Work

**Part C4** Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s) .....

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the  
Employer**

Fezile Dabi District Municipality  
John Vorster Rd  
SASOLBURG, 1947  
Telephone: +27 (016) 970 8600

Name & signature of witness .....

Date: .....





# Fezile Dabi

District Municipality

**FEZILE DABI DISTRICT MUNICIPALITY**

**BID NO. 001/2025-26**

**Project: Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months**

## **C1.2 CONTRACT DATA**

The Conditions of Contract are the NEC3 Professional Services Contract (Third edition of April 2013) published by the Institution of Civil Engineers (ICE), United Kingdom. It is assumed that the Tenderer is in possession of the Conditions of Contract or able to possess one.

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract, which requires it. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the above referenced NEC3.

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### **Part one - Data provided by the Employer**

---

#### **1 General**

---

The conditions of the contract are the core clauses and the clauses for main Options.

#### **G: Term Contract**

Dispute resolution Option

#### **W1: Dispute resolution procedure**

And secondary Option

#### **X1: Price adjustment for inflation**

#### **X2: Changes in Law**

#### **X10: Employer's Agent**

#### **Z: Additional conditions of contract of the NEC 3**

---

10.1 *The Employer is;*  
Fezile Dabi District Municipality  
Physical Address: Fezile Dabi District Municipality  
John Vorster Rd  
SASOLBURG, 1947  
Telephone: +27 (016) 970 8600

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11.2(9) The *services* relate to the Provision of Professional Engineering Services in Water Services: Construction of new infrastructure and/or Refurbishment and/or Rehabilitation and/or Repair and Maintenance of Existing Water Reticulation Infrastructure on an as and when required basis over a three-year term without any commitment to a quantum of work.

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11.2(7) The *Scope* is as given in section C3: Scope of works of tender documents

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12.2 The *law of the contract* is the law of the Republic of South Africa

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13.1 The *language of this contract* is English

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13.3 The *period of reply* is 2 weeks

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<b>2</b>	<b>The Parties' main responsibility</b>	
22.1	If the Service provider sub-consulting work, it should not be more than 30% of the total value of the contract.	
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> commences on the date of formulation of Framework Agreement between successful tenderers and the employer.	
11.2(2)	The <i>completion date</i> for the whole of the <i>services</i> is <b>36 calendar months</b> after the start date.	
11.2(6)	The Key Dates and the <i>conditions</i> to be met will be in the Project Specific Tender to be issued later after framework agreement is signed.	
31.1	The <i>Service Provider</i> submits programme with the tender according to the <i>Scope</i> , considering the <i>starting date</i> and <i>completion date</i> , which will be adjusted, if need be, based on proposed duration in the programme.	
32.2	The <i>Service Provider</i> submits revised programmes at intervals no longer than the period stated in the Project Specific Tender	
<b>4</b>	<b>Quality</b>	
40.2	The quality policy statement and quality plan are provided within the time stated in the Project Specific Tender	
41.1	No data required.	
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly on or before a <b>specific</b> day of each successive month. The period within which payments will be determined upon issuing the Project Specific Tender.	
50.3	The <i>expenses</i> stated by the <i>Employer</i> are	
	<b>Item</b>	<b>Amount</b>
	<ul style="list-style-type: none"> <li>• printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, other than general correspondence and minor reports.</li> <li>• covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others other than general correspondence and minor reports.</li> <li>• maps, models and presentation materials required by the <i>Employer</i></li> </ul>	market related cost or in accordance with the latest Rates for Reimbursable expenses published on <a href="http://www.publicworks.gov.za/ServiceProviders">www.publicworks.gov.za/Service Providers</a>
	<ul style="list-style-type: none"> <li>• <b>Accommodation</b> where the services necessitates that staff identified in Part 2 of the Contract Data to be accommodated in the respective Municipality as identified by the <i>Employer</i> to perform the services authorised by the <i>Employer</i></li> </ul>	Cost limited to R 1 400 per person per day including bed and breakfast.
	<ul style="list-style-type: none"> <li>• <b>Vehicle travel</b> to, from and within identified Municipality to perform the services authorised by the <i>Employer</i>. <i>Travel will be paid within the area of jurisdiction of the municipality in which the</i></li> </ul>	In accordance with the latest Rates Department of Transport Department of Transport

*project is located and traveling outside the area of jurisdiction of the municipality must be pre-approved by the relevant project manager. (For Staff identified in Part 2 of the Contract Data)*

51.1 The period within which the payments are made is **thirty** days from the date of receipt (exclusive) of the invoice.

51.2 The *currency of this contract* is the South African Rand.  
The *interest rate* is the Prime lending rate of the *Employer's* Bank.

**6 Compensation events**  
No data required for this section of the conditions of contract.

**7 Rights to material**  
No data required for this section of the *conditions of contract*.

**80 Indemnity, insurance and liabilities**

8.1 The amounts of insurance and the periods for which the *Consultant* maintains insurance are:

Event	Cover	The period following Completion of the whole of the works or earlier termination
Risk of design deficiency and or errors for which events Professional Indemnity would cover.	80% of the total project cost in respect of each claim, without limit to the number of claims.	Until the end of the <i>defects date</i> .
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation injuries and Diseases Act No. 130 of 1993 as amended and whatever the Service Provider deems desirable also	Until the end of the <i>completion date</i> .
All risk contract works	Amount of cover to match contract value	

81.1 The *Employer* provides no insurance cover.

81.2 The *Consultant* provides the certificate(s) from accredited insurer(s) or broker(s) of South Africa stating that the insurance(s) required by this contract are in force prior to the signing of the contract arising from the award.

**9 Termination and dispute resolution**  
No data required for this section of the *conditions of the contract*.

**10 Data for main Option clause**

**G Term Contract**

**11 Data for Option W1**

W1.1	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ),
W1.2(3)	The <i>adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ).
W1.4((2)	The <i>tribunal</i> refers to a South African Court of Law
<b>12</b>	<b>Data for secondary Option clause(s)</b>
<b>Option X1</b>	<b>Price adjustment for Inflation</b>
X1.1	The index is the <i>index</i> published in "Consumer Price Index: index numbers and year on year rates" as published in the Statistical News Release, P0141 Table B of Statistics South Africa.
	The <i>staff rates</i> are <ul style="list-style-type: none"> <li>• fixed at the Contract Date and are not variable with changes in salary are those that are based on a rate per hour.</li> <li>• variable with changes in salary paid to individuals are those derived from the total annual cost of employment.</li> </ul>
<b>X2</b>	<b>Change in the law</b>
X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
<b>Option X7</b>	<b>Delay Damages</b>
X7.1	The <i>delay damages</i> for completion of the whole of the works are <b>R2,000.00</b> per calendar day
<b>X10</b>	<b>Employer's Agent</b>
X10.1	The <i>Employer's Agent</i> is Name Mr Dawie Maree XXXXXXXXXX Physical Address: Fezile Dabi District Municipality John Vorster Rd SASOLBURG, 1947 Telephone: +27 (016) 970 8600
<b>Z</b>	<b>Additional conditions of contract</b>
	The <i>additional conditions of contract</i> are
<b>Z1</b>	<b>Tax invoices</b> <b>The Service Provider's invoice.</b> Delete the first sentence of core clause 50.2 and replace with: Invoices submitted by the <i>Service Provider</i> to the <i>Employer</i> include the details stated in the <i>Scope/ Price Schedule</i> to show how the amount due has been assessed, and a) the details required by the <i>Employer</i> for a valid tax invoice. Delete the first sentence of core clause 51.1 and replace by: The <i>Employer</i> makes each payment within <b>thirty</b> days from the date of receipt (exclusive) of the <i>Service Provider's</i> invoice showing the details, which this contract requires or if a different period is stated in the Contract Data, within the period stated.
<b>Z2</b>	<b>Selection and appointment of the Adjudicator</b> Add the following paragraph to clause W.1.2(1) Within 2 weeks after declaring a dispute and if the <i>Adjudicator</i> was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he/she has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the

Institution of Civil Engineers and the South African Institution of Civil Engineering (see [www.ice-sa.org.za](http://www.ice-sa.org.za)), whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four (4) days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the Contract. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013.

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Z3

**Acts or omissions by mandatories**

In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the *Consultant* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Consultant* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Consultant* contemplated in section 37(2).

---

Z4

Price adjustment for inflation

Notwithstanding the provisions of X1

(1) The provisions of X1.4 and X1.5 do not apply.

(2) The Service Provider calculates the staff rates at the Contract Date for all rates which are fixed and are not variable with changes in salary paid to individuals, by multiplying the staff rates contained in the Pricing Data by  $1 + (L - B) / B$ , where B is the last value of the index published before the starting date and L is the last published value of the index published before the Contract Date.

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**Part two - Data provided by the Consultant**

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10.1 *The Consultant is:*

Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Postal Address: \_\_\_\_\_ Post Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

---

22.1 *The Consultant's key persons are:*

1 Name: \_\_\_\_\_

Position in the Project Team: \_\_\_\_\_

Responsibilities:

\_\_\_\_\_  
Qualifications:

Physical Address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Postal Address: \_\_\_\_\_ Post Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

(Please use the table 1 below referring to this clause for detailing information for all key *Consultant's* key persons as indicated referred to **T2.2 Returnable schedules: Evaluation Schedule 2**

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Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

Table 1: List of Key Personnel

No	Role	Name, Surname, and ID Number	Qualification and date attained	Name of Professional body and date registered	Reg. Number	Years of Exp
1	Contracts Manager					
2	Civil Engineer					
3	Resident Engineer					
4	H & S Officer					

Tenderer's must use the table 2 below to indicate regions of their choice as per T2.2 Returnable schedules.

**1. Priority Local Municipality**

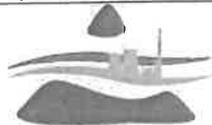
#	Province	District Municipality	Name of Local Municipality
1	Free State	Fezile Dabi District Municipality	

**2. Additional Municipality Priority**

Priority	Province	District Municipality	Name of Local Municipality
2 <sup>nd</sup>	Free State	Fezile Dabi District Municipality	
3 <sup>rd</sup>	Free State	Fezile Dabi District Municipality	
4 <sup>th</sup>	Free State	Fezile Dabi District Municipality	

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

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# Fezile Dabi

District Municipality

**FEZILE DABI DISTRICT MUNICIPALITY (FDDM)**

---

Reference No.: 001/2025-26

**Project: Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months**

## **C2. PRICING DATA**

**TENDERERS MUST COMPLETE THIS PART OF THE TENDER C2: PRICING DATA TO BE USED DURING THE ISSUE OF PROJECT SPECIFIC TENDER TO PRICE THE PROFESSIONAL FEES COST ACCORDINGLY.**

### C.2.1 PRE-AMBLE OF THE PRICING SCHEDULE

**TENDERERS MUST COMPLETE THIS PART OF THE TENDER C2: PRICING DATA TO BE USED DURING THE ISSUE OF PROJECT SPECIFIC TENDER TO PRICE THE PROFESSIONAL FEES COST ACCORDINGLY.**

1. Tenderers must complete this Part C2 Pricing to be used by the Employer when the Project Specific Tender is issued.
2. Pricing Assumptions form part of the contract documents and must be read in conjunction with all the other documents comprising the tender documents.
3. In terms of NEC PSC Option G, The Tasks in this Tender refer to the Activities as outlined in the Pricing Schedule and Part C3: Scope of works Scope of Work in the Pricing Schedule Items with the Sum Unit represent a Task.
4. The Tenderer has to quote prices against each of the items of pricing schedule covering all services as deemed required for the successful completion of each of the items.
5. The tenderer has to reach a total cost of each of the deliverable (as explained in Section C3: Scope of works) to arrive at the project cost; these costs are inclusive of all activities costs and VAT. No other costs, under any circumstances, would be payable against accepted completed deliverables.
6. Expenses costs will be paid according to the latest Rates for Reimbursable expenses published on [www.publicworks.gov.za](http://www.publicworks.gov.za). Service Providers will be reimbursable based on actual cost for only for the professionals listed in the Evaluation Schedule 2. All travel shall have to be according to the requirement of the project and approved by the Project Manager prior to actual travel. Travel expenses item in the Activity Schedule include VAT.
7. Professional Fees will be paid per completed stage/activity, however professional fees with respect to Stage 1 to Stage 4 including relevant additional costs will be paid before construction stage where fees for Stage 5 and 6 will be paid during and after Construction Stage including relevant additional costs.
8. The quantities may increase or decrease according to the actual need of the project wherever quantities are provided except those items with 'Lump Sum' units.
9. All items on the Pricing schedule must be priced.
10. Tenderers must note that in case of a successful tenderer offering discount, the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.
11. The Tenderers may be asked for time-based work on activities identified during the execution of the project in addition to the priced items, which will be deemed necessary by the Project. **The cost of the engagement shall be determined based on the personnel rate given by the Tenderer in arriving at a price for the tender and be paid out of the provisional sum provided in the price schedule.**
12. All rates and sums of money quoted in the 'Pricing schedule' shall be in South African Rand and whole cent. Fractions of a cent shall be discarded.
13. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Pricing Schedule will be used to determine payments to the Service Provider. The validity of the Contract shall in no way be affected by differences between the quantities in the Activity Schedule and the quantities certified for payment.
14. Tenderers should take note that payment will be only based on acceptable completed deliverable on production of appropriate tax invoice(s). Any payment claimed as part completion of an activity may be considered if the completion of work is acceptable and does not influence the completion of the rest of activities at agreed pro-rata with the Project Manager.
15. Tenderers should submit a cash flow projection for the whole project aligned with implementation schedule for completion of each activity (clause 31,1 of NEC 3, PSC) taking into account the *starting date* and *completion date* (ref: C1.2 Tender data), which will be adjusted at inception with the agreed Project Implementation Plan (PIP).

16. Costs incurred by the Consultant other than the listed expenses are assumed as included in the Rates and Prices quoted. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

17. Tenderers must note that the offered discount will remain in force for the full duration of the contract and no negotiations to adjust the discount will be entertained under any circumstances.

18. For the purposes of this Schedule of costs the following words shall have the meanings hereby assigned to them:

- **Unit:** The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- **Quantity:** The number of units of work for each item
- **Rate:** The payment per unit of work at which the Tenderer bids to do the work
- **Amount:** The quantity of an item multiplied by the tendered rate of the (same) item
- **Sum:** An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
- **Provisional Sum** - is an allowance, usually estimated by the employer, that is inserted into the tender documents for a specific element of the works that is not yet defined in enough detail for tenderers to price. The Prov-Sum is calculated estimate which must not be exceeded.

19. The units of measurement indicated in the Schedule of costs are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilo newton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega newton
MN-m	=	mega newton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

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# Fezile Dabi

District Municipality

**FEZILE DABI DISTRICT MUNICIPALITY (FDDM)**

---

Reference No.: 001/2025-26

**Project: Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months.**

## **C2.2. THE PRICING SCHEDULE**

**TENDERERS MUST COMPLETE THIS PART OF THE TENDER C2: PRICING DATA TO BE USED DURING THE ISSUE OF PROJECT SPECIFIC TENDER TO PRICE THE PROFESSIONAL FEES COST ACCORDINGLY.**

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

**C2.2 THE PRICING SCHEDULE (ACTIVITY)**

**THE PRICING SCHEDULE**

**(Second Round of Competitive Bidding)**

**PART OF THE TENDER C2: PRICING DATA TO BE USED DURING THE ISSUE OF PROJECT SPECIFIC TENDER TO PRICE THE PROFESSIONAL FEES COST ACCORDINGLY.**

**The following will influence the pricing of this schedule;**

Estimate Cost of Construction Works = \_\_\_\_\_

Estimate Construction Period = \_\_\_\_\_ months

No	Description	Unit	QTY	Rate (R - c)	Amount (R - c)
1	<b>Professional Fees</b>				
1.1	<b>Professional fees apportioned as follows;</b> Stage 1 Inception = 5% Stage 2 Concept and Viability = 25% Stage 3 Design Development = 25% Stage 4 Documentation and Procurement = 25% Stage 5 Contract Administration and Inspection = 15% Stage 6 Close Out = 5%	Sum	1		
<b>Sub-Total 1: Professional Fees to be carried to Summary</b>					
2	<b>ADDITIONAL COSTS</b>				
2.1	<b>SURVEYS AND STUDIES</b>	Unit	QTY	Rate (R - c)	Amount (R - c)
2.1.1	Geotechnical Investigation including tenderer's handling costs.	sum	1		
2.1.2	Topographical Survey including tenderer's handling costs.	Sum	1		
2.1.3	Water quality testing (SANS 241) including tenderer's handling costs.	sum	1		
2.1.4	Legislative Requirements: General Authorisation/ WULA (DWS) including tenderer's handling costs.	Sum	1		
2.1.5	Legislative Requirements: Scoping Report and EIA including tenderer's handling costs.	Sum	1		
<b>Sub-Total 2.1: Surveys and Studies to be carried to summary</b>					
2.2	<b>Expenses and costs</b>	Unit	QTY	Rate (R - c)	Amount (R - c)

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

No	Description	Unit	QTY	Rate (R - c)	Amount (R - c)
2.2.1	Printing (A4 and A3 black and white)	No	500		
2.2.2	Plan Printing A1 and A 2	No	200		
2.2.3	Travelling and Accommodation	Sum	1		
<b>Sub-Total 2.2: Expenses and Costs to be carried to Summary</b>					
2.3	Quality Assurance	Unit	QTY	Rate (R - c)	Amount (R - c)
2.3.1	Construction Monitoring Level 3 (Engineer's Representative full time)	Month			
2.3.2	OHS Compliance including appointment as an the employer's H & S Agent	Month			
<b>Sub-Total 2.3: Expenses and Costs to be carried to Summary</b>					

**SUMMARY OF PRICING SCHEDULE.**

No	Description	Amount (R - c)
1	Professional Fees	
2.1	Surveys and Studies	
2.2	Expenses and Costs	
2.3	Additional Costs	
<b>Total (1 + 2.1 +2.2 +2.3)</b>		
<b>Plus 15 % VAT</b>		
<b>Total to be carried to the form of Offer</b>		
<b>Total in Words:</b>		

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

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**For Noting;**

Professional Fees for Stages 1 to 4 will be paid before construction stage commences and for Stage 5 and 6 will be paid during and after construction stage.

Additional costs such as Geotechnical Investigations, EIA, DWS Compliance, Topographical Survey and other studies which will be required to assist during the planning and design development stages will be paid before construction stage.

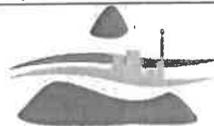
Other additional costs such as Travelling, Accommodation, H & S and Construction Monitoring will be paid during and after Construction Stage.

**TENDERERS MUST COMPLETE THIS PART OF THE TENDER C2: PRICING DATA TO BE USED DURING THE ISSUE OF PROJECT SPECIFIC TENDER TO ADJUST THE PROFESSIONAL FEES COST ACCORDINGLY.**

Signed: ..... Date: .....

Name: ..... Position: .....

Enterprise name: .....



# Fezile Dabi

District Municipality

## FEZILE DABI DISTRICT MUNICIPALITY Bid No: 001/2025-26

**Project: Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months**

### **PART C3: SCOPE OF WORK**

#### **Contents**

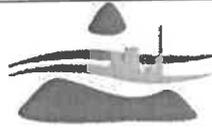
#### **PROJECT DESCRIPTION AND SCOPE OF CONTRACT**

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  - 1.1. Background
  - 1.2. Employer's objectives
  - 1.3. Overview of the works
  - 1.4. Extent of the works
  - 1.5. Location of the works
  - 1.6. Beneficiaries
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- 2. CONTRACT SKILLS DEVELOPMENT GOALS**
- 3. PROJECT LOCATION**
- 4. PROJECT STAGES AND DELIVERABLES**
- 5. PROPOSED PROJECT REPORTING STRUCTURE**
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- 15. SUB-CONTRACTING**
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- 20. HEALTH AND SAFETY HEALTH AND SAFETY REQUIREMENTS AND PROCEDURE**
  
- 21. PSC and CLO**

#### **C3.2 PROJECT SPECIFICATION**

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

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# Fezile Dabi

District Municipality

**FEZILE DABI DISTRICT MUNICIPALITY**

Bid No. 001/2025-26

**Project: Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months**

**PART C3 : SCOPE OF WORK**

## **PROJECT DESCRIPTION AND SCOPE OF CONTRACT**

### **1 DESCRIPTION OF WORKS**

#### **1.1 Background**

The Fezile Dabi District Municipality was established following the local government elections in December 2000. The district Municipality was established as a category C municipality in terms of the Provincial Gazette issued in December 2000. The Municipality was established with a council of 32 members as the Executive Mayoral type of a municipality.

The primary objectives of a Fezile Dabi district municipality is to promote the overall development of the district, including building local municipalities where necessary, initiating economic development, planning land use, and ensuring the provision of basic services for the population, especially in deprived areas.

Fezile Dabi District Municipality has been approved as an implementing agent by Department of Water and Sanitation, MIG, ACIP, therefore the objective of the Fezile Dabi District Municipality is now extended to rendering technical advice and support to its local municipalities so that they optimise municipal infrastructure provisioning.

In executing this mandate, as articulated above, Fezile Dabi District Municipality is required to perform the functions listed below with the aim of strengthening the capacity of municipalities to deliver sustainable infrastructure for basic services provision, exercise their powers and perform the functions necessary for planning, development, operations and maintenance of municipal infrastructure.

The functions of Fezile Dabi District Municipality includes:

- **TO SUPPORT ITS LOCAL MUNICIPALITIES TO CONDUCT EFFECTIVE INFRASTRUCTURE PLANNING TO ACHIEVE SUSTAINABLE SERVICE DELIVERY;**
- **TO SUPPORT AND ASSIST MUNICIPALITIES WITH THE IMPLEMENTATION OF INFRASTRUCTURE PROJECTS AS DETERMINED BY THE MUNICIPAL INTEGRATED DEVELOPMENT PLANS (IDPs);**
- **TO SUPPORT AND ASSIST MUNICIPALITIES WITH THE OPERATION AND MAINTENANCE OF MUNICIPAL INFRASTRUCTURE;**
- **TO BUILD THE CAPACITY OF MUNICIPALITIES TO UNDERTAKE EFFECTIVE PLANNING, DELIVERY, OPERATIONS AND MAINTENANCE OF MUNICIPAL INFRASTRUCTURE; AND**
- **ANY FUNCTIONS THAT MAY BE DEEMED ANCILLARY TO THOSE LISTED ABOVE.**

#### **1.1 Employer's objectives**

FDDM's objective is to put in place a number of framework agreements for a range of commonly encountered goods, services and works, which can be readily accessed by FDDM and other organs of state in order to make a significant contribution to meeting Cabinet's objectives relating to improvements in reliable water services and access to sustainable sanitation services.

Fezile Dabi District Municipality's objective in entering into a framework contract over a three-year term is to secure the services of Professional Service Providers capable of serving the emerging municipal needs associated with water supply infrastructure within its Local Municipalities.

The ultimate goal is to streamline the procurement of Professional Engineering Services from the open market in order to fulfil FDDM's strategic objectives, while maintaining transparency, fairness and equitability in the procurement process.

#### **1.1 Overview of the works**

The overview of works includes to plan, design and administer the execution of projects relating to Municipal Water Services Infrastructure.

## 1.1 Extend of the works

The extend of the works include provision of professional services for engineering Infrastructure Projects in Municipalities across South Africa. The service targeted herein is Water Supply Service.

The category of works include –

- ❖ Construction of new infrastructure and/or
- ❖ Refurbishment and/or
- ❖ Rehabilitation and/or
- ❖ Repair and Maintenance of Existing Water Reticulation Infrastructure

The type of works include;

- ❖ Water extraction points from the natural source
- ❖ Water Treatment Works
- ❖ Bulk water transmission pipelines within the Municipal Area of Licenced Supply
- ❖ Water Storage facilities
- ❖ Water reticulation pipelines
- ❖ Water supply Pump stations
- ❖ Appurtenant works

The extend of the Scope of Works will cover the following stages;

Stage 1 - Inception

Stage 2 - Concept and Viability (Often called Preliminary Design)

Stage 3 - Design Development (also termed Detail Design)

Stage 4 - Documentation and Procurement

Stage 5 - Contract Administration and Inspection

Stage 6 - Close-Out

### 1.1 Beneficiaries

Beneficiaries of this projects in the main are Municipalities in South Africa.

### 1.1 Socio-economic benefits.

The Socio-Economic benefits will include amongst others, number of jobs to be created and number of SMME's benefitting.

## 2 CONTRACT SKILLS DEVELOPMENT GOALS

The Professional Service Provider shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.48491 of 28 April 2023.

This Standard for developing skills through infrastructure contracts, establishes the minimum contract skills development goals to be achieved in the performance of such contracts relating to the provision of workplace opportunities, linked to or leading to:

- ❖ a part- or full occupational qualification registered on the National Qualification Framework.
- ❖ a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- ❖ a national diploma registered on the National Qualification Framework; and
- ❖ registration in a professional category by one of the professional bodies.

For this project this standard should be applied to;

- ❖ A contract or an order issued in terms of a framework agreement that has a duration of 12 months or more, and:

- ❖ a contract of R5 million or more, in the case of a professional service or service contract or an order issued in terms of such a contract.

This standard is applicable to all professional services contracts of R5 million in financial value at the time of the award of the contract or an order at the time of issue, excluding value added tax (VAT), allowances and expenses.

For this project, Skills Development Provides for workplace opportunities leading to:

- ❖ a national diploma registered on the National Qualification Framework; and
- ❖ registration in a professional category by one of the professional bodies listed in the standard.

In the case of professional services contracts, the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

**Example:** if the contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is  $R5.6m \times 150 = 840$  hours as a minimum.

The Consultant shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

**Method 1:** structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

**Method 2:** structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications;

**Method 3:** work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

**Method 4:** structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council.

As a matter of compliance, the consultant shall submit to the employer's agent:

- ❖ An interim contract compliance training report in the specific format (Form A3 Project Interim Report) at intervals which do not exceed 3 months; and
- ❖ A final contract compliance training report, in the specific format (Form A5 Project Completion Report). This report shall, respectively, be submitted within 15 days of; reaching completion, end of the service, the delivery date for all work required.

The Details of Contract Skills Development including further specifications and pricing will form part of project specific tender to be issued later to the successful Tenderers.

### 3 Location of works

The geographic areas covered by Fezile Dabi District Municipality is grouped into 4 Local Municipality as indicated in Table 1 and Figure 1 below.

Table 1

LM	Province	District municipality	Local Municipality	Population	Population density per km <sup>2</sup>
1	Free State	Fezile Dabi District Municipality	Mafube LM	61 150	15
2	Free State	Fezile Dabi District Municipality	Metsimaholo LM	158 391	92
3	Free State	Fezile Dabi District Municipality	Moghaka LM	155 410	20
4	Free State	Fezile Dabi District Municipality	Ngwathe LM	134 962	19

Figure 1: MAP of Fezile Dabi District Municipality



#### 4 PROJECT STAGES AND DELIVERABLES

The deliverables will be as follows;

##### Stage 1 – Inception

Defined as: Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.

1. Assist in developing a clear project brief.
2. Attend project initiation meetings.
3. Advise on procurement policy for the project.
4. Advise on the rights, constraints, consents and approvals.
5. Define the scope of services and scope of work required.
6. Conclude the terms of the agreement with the client.
7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
8. Determine the availability of data, drawings and plans relating to the project.
9. Advise on criteria that could influence the project life cycle cost significantly
10. Provide necessary information within the agreed scope of the project to other consultants involved.

**Deliverables will typically include:**

1. agreed scope of services and scope of work
2. signed agreement.
3. report on project, site and functional requirements
4. schedule of required surveys, tests, analyses, site and other investigations
5. schedule of consents and approvals and related timeframes

### **Stage 2 – Concept and Viability (often called preliminary design)**

Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project:

1. Agree documentation programme with principal agent or consultant and other consultants involved.
2. Attend design and consultants' meetings.
3. Establish the concept design criteria.
4. Prepare initial concept design and related documentation.
5. Advise the client regarding further surveys, analyses, tests and investigations that may be required.
6. Establish regulatory authorities' requirements and incorporate into the design.
7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
8. Establish access, utilities, services and connections required for the design.
9. Participate in coordinated design interfaces with architect or other consultants involved.
10. Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
11. Provide cost estimates and life cycle costs, as required.
12. Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

#### **Deliverables will typically include:**

1. concept design
2. schedule of required surveys, tests and other investigations and related reports
3. process design
4. preliminary design
5. cost estimates, as required.

### **Stage 3 – Design Development (also termed detailed design)**

Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project:

1. Review documentation programme with principal consultant and other consultants involved.
2. Attend design and consultants' meetings.
3. Incorporate client's and authorities' detailed requirements into the design.
4. Incorporate other consultants' designs and requirements into the design.
5. Prepare design development drawings including draft technical details and specifications.
6. Review and evaluate design and outline specification and exercise cost control.

7. Prepare detailed estimates of construction cost.
8. Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
9. Submit the necessary design documentation to local and other authorities for approval.

**Deliverables will typically include:**

1. design development drawings
2. outline specifications
3. local and other authority submission drawings and reports
4. detailed estimates of construction costs.

**Stage 4 – Documentation and Procurement**

Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.

1. Attend design and consultants' meetings.
2. Prepare specifications and preambles for the works.
3. Accommodate services design.
4. Check cost estimates and adjust designs and documents, if necessary, to remain within budget.
5. Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
6. Prepare documentation for contractor procurement.
7. Review designs, drawings and schedules for compliance with approved budget.
8. Call for tenders and/or negotiation of prices and/or assist the principal consultant or quantity surveyor where relevant.
9. Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
10. Evaluate tenders.
11. Prepare contract documentation for signature.
12. Assess samples and products for compliance and design intent.
13. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.

**Deliverables will typically include:**

1. specifications
2. services co-ordination
3. working drawings
4. budget construction cost
5. tender documentation
6. tender evaluation report
7. tender recommendations
8. priced contract documentation

**Stage 5 – Contract Administration and Inspection**

Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

1. Attend site handover.
2. Issue construction documentation in accordance with the documentation schedule
3. including, in the case of structural engineering, reinforcing bending schedules and
4. detailing, and specifications of structural steel sections and connections.
5. Carry out contract administration procedures in terms of the contract.
6. Prepare schedules of predicted cash flow.
7. Prepare pro-active estimates of proposed variations for client decision-making.

8. Attend regular site, technical and progress meetings.
9. Inspect the works for conformity to contract documentation
10. Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections and testing.
11. Adjudicate and resolve financial claims by contractors.
12. Assist in the resolution of contractual claims by the contractor.
13. Establish and maintain a financial control system.
14. Clarify details and descriptions during construction as required.
15. Prepare valuations for payment certificates to be issued by the principal agent.
16. Witness and review of all tests and mock-ups carried out on site.
17. Check and approve contractor drawings for compliance with contract documents.
18. Update and issue drawings register.
19. Issue contract instructions as and when required.
20. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
21. Inspect the works and issue practical completion and defects lists.
22. Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.

**Deliverables will typically include;**

1. schedules of predicted cash flow
2. construction documentation
3. drawing register
4. estimates for proposed variations.
5. contract instructions
6. financial control reports
7. valuations for payment certificates
8. progressive and draft final accounts
9. practical completion and defects list
10. all statutory certification and certificates of compliance as required by the local and other statutory authorities

**Stage 6 – Close-Out**

Defined as: Fulfill and complete the project close-out, including necessary documentation to facilitate effective completion, handover and operation of the project.

1. Inspect and verify the rectification of defects.
2. Receive, comment and approve relevant payment valuations and completion certificates.
3. Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
4. Prepare and/or procure as-built drawings and documentation.
5. Conclude the final accounts where relevant.

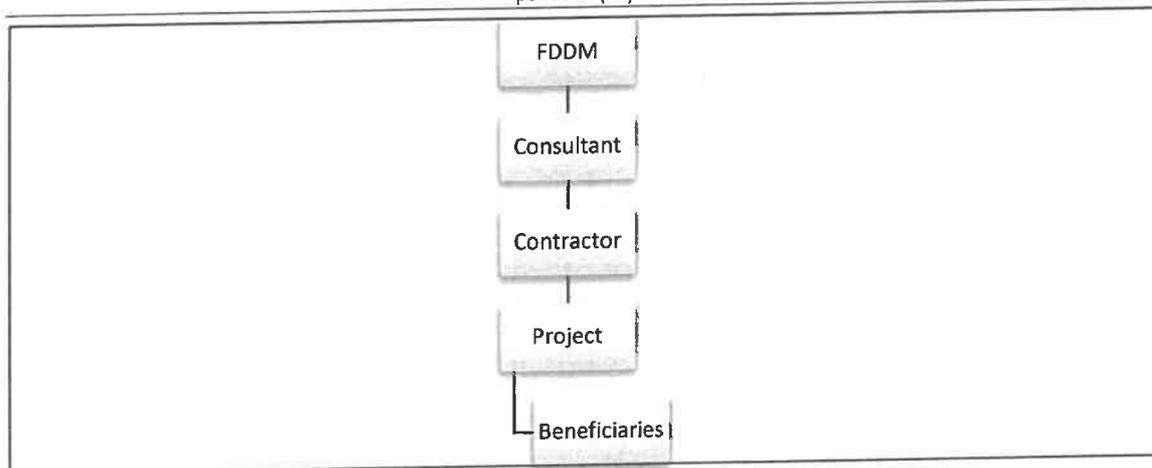
**Deliverables will typically include:**

1. Valuations for payment certificates
2. Works and final completion lists
3. Operations and maintenance manuals, guarantees and warranties
4. As-built drawings and documentation
5. Final accounts

**5 PROPOSED REPORTING STRUCTURE**

Propose schematic drawing to illustrate a proposed project management structure showing the lines of communication and reporting.

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months



## 6 REPORTING REQUIREMENTS

The following recurring reports would be required from the engineering consultant(s) as per format to be agreed upon with the employer.

- a) Inception Report
- b) Concept and Viability Report
- c) Design Development Report
- d) Procurement Document
- e) Monthly Progress Reports.
- f) Completion Report
- g) Close Out Report.

## 7 QUALITY ASSURANCE AND CONSTRUCTION MONITORING

Quality assurance during construction refers to the engineering activities that are implemented to demonstrate to the client that works are highly likely to meet the requirements. This is achieved through a combination of the quality control processes that are put in place by the contractor to control its outputs and the inspection and acceptance testing that is carried out by the consulting engineer to confirm conformance prior to certification. While the contractor takes the ultimate responsibility for quality and meeting the design requirements, the purpose of a quality assurance plan and related construction monitoring is to inspect and satisfy the client and the consulting engineer that the risk of these requirements not being met is acceptable.

Arising from the above, three levels of construction monitoring may be defined and described, as follows:

### **Level 1: Periodic Construction Monitoring**

The consulting engineer's staff must:

- a) Visit the works at a frequency agreed with the client or at on-call basis at a notice time agreed with the contractor and the client, with extra visits for works completion inspections, provision of design/technical clarifications and inspections for works defects lists
- b) Review random samples of material and work procedures, for conformity to contract documentation, and review random samples of important completed work prior to covering up, or on completion, as appropriate.

### **Level 2: Part-time Construction Monitoring**

The consulting engineer's staff, or part-time construction monitoring staff must:

- a) Regularly visit the site at a frequency that may vary during the course of the project, and such visits may be daily or weekly, according to the project demands; the frequency and duration of site

visits must be agreed in writing between the client and the consulting engineer prior to commencement of the services.

- b) Review regular samples of materials and work procedures, for conformity to contract documentation, provide design/ technical clarifications where required and review regular samples of important completed work prior to covering up, or on completion, as appropriate.
- c) Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.

**Level 3: Full-time Construction Monitoring (full-time staff resident on site for the duration of the works and paid for by the client as an additional service)**

The full-time construction monitoring staff must:

- a) maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, provide design/ technical clarifications and review completed work prior to covering up, or on completion, as appropriate.
- b) assist with the preparation of as-built records and drawings to the extent required in the agreement with the client.
- c) where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client

**8 PROFESSIONAL FEES CALCULATIONS**

Professional fees excluding additional costs must be calculated as a percentage of the estimate construction costs. After coming to the product thereof, payment of professional fees will be divided into % per Professional Fees Stages according to the table below.

Stage	Description	% of Total Professional Fees
1	Inception	5%
2	Concept and Viability	25%
3	Design Development	25%
4	Documentation and Procurement	25%
5	Contract Administration and Inspection	15%
6	Close Out	5%

Professional Fees for Stages 1 to 4 will be paid before construction stage commences and for Stage 5 and 6 will be paid during and after construction stage.

Additional costs such as Geotechnical Investigations, EIA, DWS Compliance, Topographical Survey and other studies which will be required to assist in the planning and design development stages will be paid before construction stage.

Other additional costs such as Travelling, Accommodation, H & S and Construction Monitoring will be paid during and after Construction Stage.

**9 TIME FRAMES**

The total project completion period inclusive of construction period is summarised below;

No	Description	Time in months
----	-------------	----------------

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

1	Professional Consulting Services (Inception Stage to Documentation and Procurement Stage)	
2	Professional Consulting Services (Contract Administration and Inspection Stage and Close Out Stage)	
3	<b>Total Project Completion Period</b>	

**To Note:** The project time frames will be adjusted accordingly during the construction stage.

## 10 TESTS AND INVESTIGATIONS

The following Tests, investigation and studies will be conducted, Geotechnical, Topographical, DWS Compliance, DEFF compliance and any other tests, Investigation and studies required to assist during the planning stage of the project.

## 11 GENERAL REQUIREMENT OF THE TENDERER

The general requirements hereunder are not for Evaluation Purposes but for later use during the issue of project specific tender. Successful Tenderers must comply with these General Requirements. The project Manager will enforce this General Requirements during the execution of a Projects Specific Contract.

### a) Company Experience

The experience of the tenderer as a company (as opposed to key staff members) in Provision of Consulting Engineering Services to Engineering Infrastructure Projects including planning, designing, and administration of Construction of new infrastructure and/or Refurbishment and/or Rehabilitation and/or Repair and Maintenance of Existing Water Reticulation Infrastructure over the last 10 years.

### b) Key Personnel

Tenderers must demonstrate their ability to carry out this exercise by having within their employment the following personnel. This section is not for evaluation purposes, however it will be general requirements to be enforced during project implementation.

No	Description
1	<b>Specific Project Expertise within the Employ of the Tenderer.</b>
1.1	<b>Responsible Professional Registered Person (Contract Manager)</b> Registered Professional Engineer/Technologist (Civil: Water Engineering) (Minimum 10 years' experience after registration)
1.2	<b>Civil Engineer</b> Registered Professional Engineer/Technologist (Civil: Water Engineering) (Minimum 5 years' experience after registration)
1.3	<b>Engineer's Representative (Residential Engineer)</b>

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

No	Description
	Engineering Technicians: Civil: Water Engineering as minimum (Minimum 3 years' experience after qualification)
<b>2.</b>	<b>Support Staff</b>
2.1	Qualified Draughts Person/CAD Operator (Minimum 3 years' experience after qualification)
2.2.	Qualified Safety Officer (Minimum 3 years' experience after qualification)

**c) Infrastructure, Office Equipment and Technology**

No	Description
<b>3.</b>	<b>Infrastructure and Technology</b>
3.1.	Fully Operational Office
3.2.	Complete computer hardware
3.2.	Required Design and Draughting Software for Civil Engineering, Electrical Engineering, Building Works

**d) Professional Indemnity**

Tenderers must be registered with a relevant professional body and must be in possession of a valid Professional Indemnity insurance issued by an accredited financial services provider.

**e) Labour Intensive Methods and SMME Development**

Tenderers must demonstrate the ability to implement portion of project using labour intensive methods and the ability to develop SMME by identifying portion of works that can be sub-contracted.

No	Description
<b>5.</b>	<b>Labour Intensive Design and Construction Methods and SMME Development</b>
5.1	Proof of NQF Level 7 accreditation: Develop and Promote Labour-Based Construction Strategies
5.2	Proof of NQF Level 5 Accreditation: Manage Labour intensive Construction Projects

**f) Track Record and Understanding of Municipal Environment**

Tenderers must demonstrate the capacity and capability that they will be able to carry out this assignment when appointed by proving that they have completed similar assignments before.

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

Tenderers must also demonstrate their understanding with regard to the Municipal Environment particularly the processes and procedures of project planning and implementation.

No	Description
<b>6.</b>	<b>Track Record, Experience and understanding Municipal Environment</b>
6.1.	Experience in Municipal Infrastructure as firm
6.2	Total number of projects involved with.

**g) Registration with professional body**

No	Description
<b>4.</b>	<b>Professionalism of the Tendering Firm</b>
4.1	Registration with a recognized Professional Body

**12 INFORMATION PROVIDED BY THE EMPLOYER**

The employer will not provide any information on this framework, however when the employer issues the Project Specific Tender at a later stage the employer may provide the necessary information.

**13 EMPLOYER'S DESIGN PROCEDURE**

There is no employer's design procedure.

**14 LABOUR INTENSIVE CONSTRUCTION METHODS**

**Background**

The Expanded Public Works Programme (EPWP) is one of government's medium-to-long term programmes aimed at alleviating poverty and reducing unemployment. The EPWP will achieve this aim through the provision of work opportunities coupled with project-based training. It is a national programme covering all spheres of government and state-owned enterprises (SOE's). The programme spans four (4) Sectors comprising Infrastructure, Social, Non-State and Environment and Culture.

**EPWP Rate**

All public bodies involved in infrastructure provision are expected to contribute to the programme. As part of this initiative, the national government has through the Division of Revenue Act (DORA) placed additional conditions on infrastructure grants.

**Adherence**

This principle calls for adherence to the EPWP Minimum wage and employment conditions under the EPWP Ministerial Determination. The EPWP Ministerial Determination, as revised from time to time, sets out a minimum wage and minimum conditions of employment for the

**Requirements of EPWP Compliance**

EPWP and implementers must comply with its requirements as follows:

- the design of the labour-intensive works by consultants is overseen by persons in their employ who have completed the necessary skills training (Appendix C – EPWP Guidelines for Labour-Intensive Infrastructure Projects under EPWP);
- works contracts are administered by persons in the employ of consultants who have completed the necessary skills training (Appendix C – EPWP Guidelines for Labour-Intensive Infrastructure Projects under EPWP); and
- consultants are expected to sign an undertaking confirming they have complied with EPWP requirements at design and implementation stages. A sample is provided in Appendix E – EPWP Guidelines for Labour-Intensive Infrastructure Projects under EPWP.

### **Labour-intensive works**

1. The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed the NQF level 7-unit standard "Develop and Promote Labour-Intensive Construction Strategies" or equivalent QCTO qualifications
2. The staff member of the consultant who is responsible for the administration of any works contract involving labour-intensive works must have completed the NQF level 5 unit standard "Manage Labour-Intensive Construction Projects" or equivalent QCTO qualifications. The Consultant must provide the Employer with satisfactory evidence (e.g. letter of competency) that staff members satisfy the requirements of 1 and 2.
3. The Consultant must design and implement the construction/maintenance works in accordance with the latest version (download at [www.epwp.gov.za](http://www.epwp.gov.za)) of Guidelines for the Implementation of the Labour- Intensive Projects under the Expanded Public Works Programme (these Guidelines) published by the National Department of Public Works.
4. The Consultant must sign the undertaking confirming they have complied with EPWP requirements at design and implementation stages.
5. The Consultant shall, for monitoring purposes, keep monthly records and transmit to the Client data on the following indicators with regard to the EPWP projects implemented:
  - a. Project budget and planned output according to EPWP requirements
  - b. -Actual Project Expenditure and actual output according to EPWP requirements
  - c. Planned and achieved labour intensity
  - d. Number of work opportunities created
  - e. Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
  - f. Wage rate earned on project
  - g. Number of person-days of employment created
  - h. Copies of Identity documents of workers
  - i. Number of persons who have attended training including the nature and duration of training provided
  - j. Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M & E Framework
  - k. Services provided or delivered in accordance with indicators in the EPWP M & E Framework
6. The values for the indicators shall be submitted to the Employer according to agreed time frames on the prescribed reporting template (from the EPWP Unit in the DPW) and obtainable from [www.epwp.gov.za](http://www.epwp.gov.za).
7. The Consultant shall, before certifying a contractor's payment certificate, ensure that the contractor has submitted labour information in a format and timeframe specified by the employer. If the information submitted by the contractor is inadequate the consultant shall not submit the payment certificate to the employer for payment of the relevant outputs.

8. The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:
- a. whenever a payment certificate is presented to the Employer for payment; and
  - b. immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

## 15 SUBCONTRACTING

Tenders are not allowed to sub-contract more than 30% of this project

## 16 EXISTING SERVICES

The employer will not provide information regarding existing services.

## 17 PERMITS AND WAY LEAVES

The Tenderer will be expected to assist the employer to research permits and way leaves to be complied with.

## 18 STAKEHOLDER MANAGEMENT

The table below shows the relevant stakeholders for this projects

Stakeholder	Roles and Responsibilities
FDDM	Project owners and Project Managers
DCOG	Support and give guidelines regarding MIG compliance.
PROVINCIAL COGTAs	Support and give guidance with alignment with provincial programmes
LOCAL AND DISTRICT MUNICIPALITIES	Support FDDM with the implementation of the project (were appropriate) and give guidance during the social facilitation process including project steering committees, recruitment of labour and identification of SMME's.
DPWI	Support FDDM with technical expertise in the LIC roll-out taking lessons from Expanded Works Programme
SECTOR DEPARTMENTS	Support and give guidelines with sector specific standards (DWS, Transport, Environment, Sport etc.)
PROFESSIONAL SERVICE PROVIDERS	Undertake provision of professional services
CONTRACTORS	Undertake construction works

## **19 RISK MANAGEMENT**

The tenderer must assist the employer to analyse and mitigate risks associated with the implementation of this project.

## **20 OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**

The successful tenderers will assist the employer to comply with OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 CONSTRUCTION REGULATIONS, 2003 and act as the employer's agent and to ensure that all projects that they are appointed for are in compliance with the ACT.

The employer shall appoint any person as his agent, when is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

The employer may appoint the successful tenderers as agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon the employer, shall as far as reasonably practicable apply to the person so appointed. The successful tenderer will assist the employer with the following;

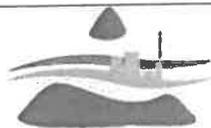
- a) to prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
- b) to promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
- c) to appoint each principal contractor in writing for the project or part thereof on a construction site;
- d) to take reasonable steps to ensure that each principal contractor's health and safety plan as determined in sub-regulation 5(1) is implemented and maintained on the construction site: provided that the steps taken, shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;
- e) to stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan contemplated in sub-regulation 5(1) for the site or which poses to be a threat to the health and safety of persons;
- f) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;
- g) to ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- h) to ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

## **21 PSC AND CLO**

The establishment of Project Steering Committee (PSC) and its members and appointment of Community Liaison Officer (CLO) will be in accordance with the beneficiary municipality's policies and guidelines

Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months

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# Fezile Dabi

District Municipality

**FEZILE DABI DISTRICT MUNICIPALITY**  
Tender No: 001/2025-26

**PROJECT: APPOINTMENT OF A PANEL OF 10 QUALIFIED ENGINEERING CONSULTANTS PER LOCAL MUNICIPAL AREA FOR THE PROVISION OF WATER SUPPLY SERVICE FOR A PERIOD OF (36) MONTHS.**

## **C3.2 PROJECT SPECIFICATION**

Project Specification will be realised during the issuance of Project Specific Tender



# Fezile Dabi

District Municipality

**FEZILE DABI DISTRICT MUNICIPALITY**  
Tender No: 001/2025-26

**Project: Appointment of a panel of 10 qualified engineering consultants per Local Municipal area for the provision of water supply service for a period of (36) months**

## **PART C4 : SITE INFORMATION**

There is no specific site information as the relevant site information will only be available as and when there is a project to be undertaken.

**C4.1 LOCALITY PLAN**

**C4.2 CONDITIONS ON SITE**

**C4.3 TEST RESULTS**